

EXHIBIT E



TRI-PARTY LANDLORD AGREEMENT

This Tri-Party Landlord Agreement is entered into as of this 30th day of April, 2021 (this "Agreement") by and among NFS Leasing, Inc., a Massachusetts corporation ("NFS"), SA Hospital Acquisition Group, LLC, a Delaware limited liability company ("Lessee"), and PI Broadway LLC ("Landlord"), a Missouri limited liability company.

WHEREAS, NFS and Lessee are entering into a certain equipment leasing transaction (the "Equipment Lease") whereby NFS will lease to Lessee certain equipment (the "Leased Equipment"), which Leased Equipment is more fully described below, and

WHEREAS, Landlord and Lessee are parties to that certain Hospital Lease dated January 19, 2021 and a true, complete and accurate copy of such lease, as amended, is attached hereto as Exhibit A (as amended, restated or otherwise modified from time to time the "Lease") for certain premises located at 3933 S. Broadway St. Louis, MO 63118 (the "Premises"), and

WHEREAS, the purpose of this Agreement is to provide for NFS to gain access to the Leased Equipment in the event Lessee defaults under the Equipment Lease and NFS exercises its rights thereunder to repossess the Leased Equipment

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

- Landlord's Representations:** Landlord hereby warrants and represents that the Lessee is the tenant under the Lease. The Landlord waives any claim or defense to the contrary. The Lease represents the entire understanding between Landlord and Lessee with respect to the leasing of the Premises. The Lease has been duly authorized, executed and delivered by Landlord, and is in full force and effect. To the best knowledge of Landlord, the Premises have not become subject to any mechanic's, laborer's, material person's or other lien. There exists no default of Landlord or Lessee under the Lease nor state of facts which, with the passage of time or the giving of notice or both, could ripen into a default on the part of Landlord, or to the best knowledge of Landlord, could ripen into a default on the part of Lessee under the Lease.
- Collateral and Leased Equipment:** For all purposes of this Agreement the "Leased Equipment" means that certain equipment set forth on the attached Schedule I as well as any subsequent equipment which may in the future be leased to Lessee under any additional schedule to the Equipment Lease and which is to be physically located at the Premises, together with any replacements or additions thereto. Each of Landlord and Lessee agree to at all times recognize NFS' ownership interest in the Leased Equipment even where the Leased Equipment may be attached to, affixed to or installed in or upon the Premises, and shall not assert any claims to a lien or other interest in the Leased Equipment. Additionally, Landlord acknowledges that NFS has required, and may in the future require, as security for the obligations under the Equipment Lease, inter alia, liens on certain assets owned by Lessee that may be located at the Premises (the "Collateral"). Landlord hereby agrees that: (a) Landlord will not assert against any of Lessee's assets (including, without limitation, the Collateral) any statutory or possessory liens, including, without limitation, rights of levy or distraint for rent, all of which Landlord hereby waives; and (b) none of the Collateral located at the Premises shall be deemed to be fixtures.
- Access to Leased Equipment in the Event of Default Under Equipment Lease:** Each of Lessee and Landlord hereby agrees that in the event of any default declared by NFS under the Equipment Lease ("Default") which gives rise to NFS seeking to enforce its rights of repossession of the Leased Equipment and to enforce its security interest in the Lease and/or the Collateral, Landlord is hereby authorized and directed, at NFS' option, to allow NFS or its designated agents to (a) succeed to Lessee's right, title and interest under the Lease, and (b) or (c) remove the Leased Equipment and/or Collateral from the Premises within a reasonable time, not to exceed ninety (90) days after NFS provides notice to Landlord of the Default, provided that if NFS occupies the Premises in excess of twenty (20) days (the "Initial Period") after such notice of Default, NFS shall pay to Landlord a use and occupancy fee equal to the amount of the prorated monthly rental payment that would have been due under the Lease for the period of time NFS occupies the Premises after the Initial Period, and NFS shall pay Landlord for any actual damages directly caused by NFS or its representatives in removing the Leased Equipment and/or Collateral from the Premises. Landlord further agrees that Landlord will not hinder NFS' actions in repossessing the Leased Equipment or exercising its rights with respect to the Collateral.
- Certain Agreements:** ~~Landlord hereby agrees that it will simultaneously provide NFS with a copy of any notice of default or any similar notice sent to Lessee which relates to Lessee's use or occupancy of the Premises in connection with the Lease. Landlord will not seek to exercise any right it may have to terminate the Lease by reason of any such notice sent to Lessee until a reasonable period of time (that in no event shall be less than thirty (30) days) shall have elapsed following the notice to Lessee (the "Grace Period") (as provided above), during which period NFS shall have the right, but shall not be under any obligation, to remedy such act or omission. Landlord agrees to accept such performance by NFS on account of Lessee under the Lease. The agreements contained herein shall continue in full force and all obligations and liabilities of Lessee to NFS are paid and performed in full and all leasing and other arrangements between the Lessee and Lessee under the Equipment Lease have been terminated. Landlord shall notify all successors, owners, mortgagees, purchasers and mortgagees of the existence of this Agreement and the terms and conditions contained herein.~~
- Notices:** All notices permitted or required by this Agreement shall be in writing and served upon the parties by either certified mail, return receipt requested, or by a reputable overnight delivery service requiring a signature upon delivery, or via facsimile or electronic mail transmission for which a successful transmission report is generated. Any such notice shall be deemed effective when received by that party at the following address, email or facsimile number:

To: NFS Leasing, Inc.	To: Lessee:	SA Hospital Acquisition Group, LLC	To: Landlord:	PI Broadway LLC
900 Cummings Center, Suite 226-41	Address:	369 West Hemet	Address:	c/o Positive Investments, Inc.
Beverly, MA 01915		Claremont, CA 91711		610 N. Santa Anita Ave.
Fax: (866) 805-3667	Phone:		Phone:	Aradine, CA 91006
Attn: Legal	Fax:		Attn:	Rao Yalamanchili
Email: legal@nfsleasing.com	Email:	Troy.schoff@schmalle.com	Email:	rao@positiveinvestments.com

- 6 Interpretation, Law, Jurisdiction and Venue: This Agreement shall be interpreted under and governed by the laws of the State where the Leased Equipment is located and any action commenced hereunder shall be brought only in a court of competent jurisdiction sitting within said State.
- 7 Modification: To be effective, any modification of this Agreement must be in writing and executed by all parties.
- 8 Execution: Each party represents and warrants to the other parties that the person executing this Agreement on its behalf is duly authorized to do so and that once executed, this Agreement is intended to be a binding agreement enforceable in accordance with its terms. This Agreement may be executed in several counterparts with each such counterpart constituting an original. Any party may execute this Agreement via fax with original signature pages thereafter furnished to the other parties, provided however that no party may avoid any obligation hereunder by virtue of its failure to furnish such original signatures.
- 9 Severability: In the event that any provision of this Agreement shall be held to be invalid, void, voidable, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect to the extent that they can be given effect without the invalid portions.
- 10 Successors and Assigns: It is the intent of the parties that this Agreement shall be binding upon each of the party's successors, assigns, and personal representatives, upon any successor owner or transferee of the Premises, and upon any purchaser, including any mortgagee, from Landlord.

Executed as an agreement under seal and effective on the date first above written.

NFS Leasing, Inc.

Name: Mark Blaisdell

Signature: [Signature]

Title: CFO

Date: 4/30/2021

Lessee: SA Hospital Acquisition Group, LLC

Name: [Signature]

Signature: [Signature]

Title: 5/5/21

Date: 5/5/21

Landlord: PI Broadway LLC

Name: Rao Yalamanchili

Signature: [Signature]

Title: Manager

Date: 4/30/21

Schedule 1

Vendor	Invoice or PO #	Description
Aleo Sales And Service Co	2833897-0N	QTY 25 LITHIUM IRON PHOSPHATE BATTERY
BidMed, LLC	1-282-21	PRECISION FLOUROSCOPY SYSTEM
BidMed, LLC	1-282-21	SIGNA EXCTE 1.5T MOBILE MRI
Boelter	720763	CONTRACT TO FURNISH KITCHEN EQUIPMENT
Cadwell	245921	CAMERA ACCESSORIES
CDW 2	4049065	MS SOFTWARE
CDW 3	3835877	ARUBA SOFTWARE
CDW 4	3716877	48 WIRELESS GATEWAYS AND CONTROLLERS
CDW 5	4207989	100 7480 MONITORS 190 LOGITECH WIRELESS
CDW	4171567	452 SOFTWARE LICENSES FOR MS EXCHANGE ETC
FISHER HEALTHCARE	5819729	JPL 430A HIGH PERFORMANCE PLASMA FREEZER
FUTURA MOBILITY	100063518	QTY 10 M381 CHASSIS POWER MEF1 AND ACCESSORIES
FUTURA MOBILITY	100063915	10 DELL OPTIPLEX MPE MEK
FUTURA MOBILITY	100064007	10 HONEYWELL 1950 SCANNER ONLY
HILLROM	1171078	VOICERA SYSTEM AND STAND
JAKEN MEDICAL	47560	QTY 4 ELECTROCARDIOGRAPH GE MAC COLOR DISP 12SL GS INTERP
JUST MEDICAL	4010584	MRI SPIRODOC SPIROMETER AND OXIMETER
LINE 1-2	20202612	BEDS MATTRESSES TABLES CHAIRS
MEDICAL POSITIONING	5890	ECHOTABLE AND ACCESSORIES
MINDRAY	P6001320A	QTY 4 MINDRAY ULTRASOUND SYSTEMS AND ACCESSORIES
MINDRAY	P600011320	MINDRAY PATIENT MONITORING AND ANESTHESIA SYSTEM
NORIX	INV88672	BEDS MATTRESSES RESTRAINT CHAIRS LOUNGE
ORTHO CLINICAL DIAGNOSTICS	1851665718	VITRO XT 7600 INTEGRATED SYSTEM ANTIGEN TESTING
SERVICE EXPRESS	987076	EMC DELL INTEL VMWARE
STL COM COM 2	136089	NURSE CALL SYSTEM AND PATIENT MONITORING
STL COM COM 3	136055	TWO INVOICE INCLUDE: SOFTWARE HARDWARE INSTALL AND TAX
STL COM COM 4	S11-135017	AVAYA PHONE HARDWARE AND SYS SOFTWARE
ABBOT	27314	HEMATOLOGY ANALYZER
ADVANCED STERILIZATION PRODUCTS	27474	SURGERY STERILIZER - S100NX ALL CLUTER 1-DR DUO and install kit
ARJO	27182	PATIENT LIFT AND SAFETY
COVIDIEN (Medtronic)	27460	QTY 4 VENTILATOR
FERGUSON FACILITIES SUPPLIES	27256	QTY 2 EVS DEPARTMENTS
GE	27199	DICOM GW PRO
GE	27390	DIGITAL X RAY - Optima XR646 HD base FFD (Item # S1204AH)
GE	27360	RADIOLOGY
GE	27306	CT SCAN - Revolution Evo Gen 2 125 Digital BI
GE	27442	C-ARMS
GE	27361	NUCLEAR MEDICINE - GS IN2 375IN ACQ SYS - GoldSeal Infinia II dual detector imaging system
GE	27363	ULTRASOUND - GoldSeal Logic S8 R4 5 D1 ED (Catalog # 180295E) and Array Probe
MCKESSON	30429	BIOMERIEUX (MICROBIOLOGY)
MCKESSON	30426	BIOMERIEUX (MICROBIOLOGY)

PHILIPS	27473	QTY 4 BIPAP MACHINE
SIEMENS	27328	CQ AG ANALYZER
STERIS	27424	QTY 2 SURGICAL TABLES
STERIS	27424	SURGICAL LIGHTS FOR 3 OR ROOMS
STRYKER	27310	NEPTUNE WASTE SYSTEM
STRYKER	27462	INSTRUMENTS
GE	POs 27360 & 27581	Cath lab & Hemodynamics
FISHER HEALTHCARE		Luxeo Microscope System: LMC4BF w PL 10/50/100, Ergo Trinoc (Catalog # NC1881917)
FISHER HEALTHCARE		Luxeo Microscope System: LMC4BF w PL 4/10/20/100, Ergo Trinoc, Upgraded Stage (Catalog # NC1881919)
FISHER HEALTHCARE	Invoice # 4804846	Ultra-Low Freezer: ULTFZ TSX40086A 115V/60HZ (Catalog # TSX40086A)
FISHER HEALTHCARE		Luxeo Microscope System: LMC3 W PL 4 PH 10/40 FULL, GOU (Catalog # NC1882294)
Philips Healthcare	PO # 27984	102503 IntraSight (NNAW511) - IntraSight 71

Exhibit A

Copy of Hospital Lease Attached.

TRI-PARTY LANDLORD AGREEMENT

This Tri-Party Landlord Agreement is entered into as of this _____ day of _____, 2021 (this "Agreement") by and among NFS Leasing, Inc., a Massachusetts corporation ("NFS"), SA Hospital Acquisition Group, LLC, a Delaware limited liability company ("Lessee"), and PI Broadway LLC ("Landlord"), a Missouri limited liability company.

WHEREAS, NFS and Lessee are entering into a certain equipment leasing transaction (the "Equipment Lease") whereby NFS will lease to Lessee certain equipment (the "Leased Equipment"), which Leased Equipment is more fully described below; and

WHEREAS, Landlord and Lessee are parties to that certain Hospital Lease dated January 19, 2021 and a true, complete and accurate copy of such lease, as amended, is attached hereto as **Exhibit A** (as amended, restated or otherwise modified from time to time the "Lease") for certain premises located at **3933 S. Broadway St. Louis, MO 63118** (the "Premises"); and

WHEREAS, the purpose of this Agreement is to provide for NFS to gain access to the Leased Equipment in the event Lessee defaults under the Equipment Lease and NFS exercises its rights thereunder to repossess the Leased Equipment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Landlord's Representations:** Landlord hereby warrants and represents that the Lessee is the tenant under the Lease. The Landlord waives any claim or defense to the contrary. The Lease represents the entire understanding between Landlord and Lessee with respect to the leasing of the Premises. The Lease has been duly authorized, executed and delivered by Landlord, and is in full force and effect. To the best knowledge of Landlord, the Premises have not become subject to any mechanic's, laborer's, material person's or other lien. There exists no default of Landlord or Lessee under the Lease nor state of facts which, with the passage of time or the giving of notice or both, could ripen into a default on the part of Landlord, or to the best knowledge of Landlord, could ripen into a default on the part of Lessee under the Lease.
2. **Collateral and Leased Equipment:** For all purposes of this Agreement the "Leased Equipment" means that certain equipment set forth on the attached **Schedule 1** as well as any subsequent equipment which may in the future be leased to Lessee under any additional schedule to the Equipment Lease and which is to be physically located at the Premises, together with any replacements or additions thereto. Each of Landlord and Lessee agree to at all times recognize NFS' ownership interest in the Leased Equipment even where the Leased Equipment may be attached to, affixed to or installed in or upon the Premises, and shall not assert any claims to a lien or other interest in the Leased Equipment. Additionally, Landlord acknowledges that NFS has required, and may in the future require, as security for the obligations under the Equipment Lease, inter alia, liens on certain assets owned by Lessee that may be located at the Premises (the "Collateral"). Landlord hereby agrees that: (a) Landlord will not assert against any of Lessee's assets (including, without limitation, the Collateral) any statutory or possessory liens, including, without limitation, rights of levy or distraint for rent, all of which Landlord hereby waives; and (b) none of the Collateral located at the Premises shall be deemed to be fixtures.
3. **Access to Leased Equipment in the Event of Default Under Equipment Lease:** Each of Lessee and Landlord hereby agrees that in the event of any default declared by NFS under the Equipment Lease ("Default") which gives rise to NFS seeking to enforce its rights of repossession of the Leased Equipment and to enforce its security interest in the Lease and/or the Collateral, Landlord is hereby authorized and directed, at NFS' option, to allow NFS or its designated agents to (a) succeed to Lessee's right, title and interest under the Lease, and (b) or (c) remove the Leased Equipment and/or Collateral from the Premises within a reasonable time, not to exceed ninety (90) days after NFS provides notice to Landlord of the Default, provided that if NFS occupies the Premises in excess of twenty (20) days (the "Initial Period") after such notice of Default, NFS shall pay to Landlord a use and occupancy fee equal to the amount of the prorated monthly rental payment that would have been due under the Lease for the period of time NFS occupies the Premises after the Initial Period, and NFS shall pay Landlord for any actual damages directly caused by NFS or its representatives in removing the Leased Equipment and/or Collateral from the Premises. Landlord further agrees that Landlord will not hinder NFS' actions in repossessing the Leased Equipment or exercising its rights with respect to the Collateral.
4. **Certain Agreements:** Landlord hereby agrees that it will simultaneously provide NFS with a copy of any notice of default, or any similar notice, sent to Lessee which relates to Lessee's use or occupancy of the Premises in connection with the Lease. Landlord will not seek to exercise any right it may have to terminate the Lease by reason of any act or omission of Lessee until a reasonable period of time (but in any event not less than thirty (30) days) shall have elapsed following the notice to Lessee (with a copy to NFS as provided above), during which period NFS shall have the right, but shall not be under any obligation, to remedy such act or omission. Landlord agrees to accept such performance by NFS on account of Lessee under the Lease. The agreements contained herein shall continue in full force until all obligations and liabilities of Lessee to NFS are paid and performed in full and all leasing and other arrangements between the Lessee and Lessor under the Equipment Lease have been terminated. Landlord shall notify all successor owners, transferees, purchasers and mortgagees of the existence of this Agreement and the terms and conditions contained herein.
5. **Notices:** All notices permitted or required by this Agreement shall be in writing and served upon the parties by either certified mail, return receipt requested, or by a reputable overnight delivery service requiring a signature upon delivery, or via facsimile or electronic mail transmission for which a successful transmission report is generated. Any such notice shall be deemed effective when received by that party at the following address, email or facsimile number:

If to: NFS Leasing, Inc.		If to Lessee:	SA Hospital Acquisition Group, LLC		If to Landlord:	PI Broadway LLC
900 Cummings Center, Suite 226-U		Address:	269 West Bonita		Address:	c/o Positive Investments, Inc.
Beverly, MA 01915			Claremont, CA 91711			610 N. Santa Anita Ave Arcadia, CA 91006
Fax: (866) 805-3667		Phone:			Phone:	
Attn: Legal		Fax:			Attn:	Rao Yalamanchili
Email: legal@nfsleasing.com		Email:	Troy.schell@schnuelle.com		Email:	rao@positiveinvestments.com

6. Governing Law, Jurisdiction and Venue: This Agreement shall be interpreted under and governed by the laws of the State where the Leased Equipment is located and any action commenced hereunder shall be brought only in a court of competent jurisdiction sitting within said State.
7. Modification: To be effective, any modification of this Agreement must be in writing and executed by all parties.
8. Execution: Each party represents and warrants to the other parties that the person executing this Agreement on its behalf is duly authorized to do so and that once executed, this Agreement is intended to be a binding agreement enforceable in accordance with its terms. This Agreement may be executed in several counterparts with each such counterpart constituting an original. Any party may execute this Agreement via fax with original signature pages thereafter furnished to the other parties, provided however that no party may avoid any obligation hereunder by virtue of its failure to furnish such original signatures.
9. Severability. In the event that any provision of this Agreement shall be held to be invalid, void, voidable, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect to the extent that they can be given effect without the invalid portions.
10. Successors and Assigns. It is the intent of the parties that this Agreement shall be binding upon each of the party's successors, assigns, and personal representatives, upon any successor owner or transferee of the Premises, and upon any purchaser, including any mortgagee, from Landlord.

Executed as an agreement under seal and effective on the date first above written.

NFS Leasing, Inc.

Lessee: SA Hospital Acquisition Group, LLC

Landlord: PI Broadway LLC

Name: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Schedule 1

Vendor	Invoice or PO #	Description
Alco Sales And Service Co.	2833897-IN	QTY 25 LITHIUM IRON PHOSPHATE BATTERY
BidMed, LLC	T-282-21	PRECISION FLOUROSCOPY SYSTEM
BidMed, LLC	T-282-21	SIGNA EXCITE 1.5T MOBILE MRI
Boelter	720763-1	CONTRACT TO FURNISH KITCHEN EQUIPMENT
Cadwell	245921	CAMERA ACCESSORIES
CDW 2	4049065	MS SOFTWARE
CDW 3	3835877	ARUBA SOFTWARE
CDW 4	3716877	48 WIRELESS GATEWAYS AND CONTROLLERS
CDW 5	4207989	100 7480 MONITORS 100 LOGITECH WIRELESS
CDW	4171567	452 SOFTWARE LICENSES FOR MS EXCHANGE ETC.
FISHER HEALTHCARE	5819729	JPL430A HIGH PERFORMANCE PLASMA FREEZER
FUTURA MOBILITY	100063518	QTY 10 M38E CHASSIS POWER MLIFT AND ACCESORIES
FUTURA MOBILITY	100063915	10 DELL OPTIPLEX MFF MLK
FUTURA MOBILITY	100064007	10 HONEYWELL 1950 SCANNER ONLY
HILLROM	1171078	VOLARA SYSTEM AND STAND
JAKEN MEDICAL	47560	QTY 4 ELECTROCARDIOGRAPH GE MAC COLOR DISP 12SL GS INTERP
JUST MEDICAL	4010584	MRI SPIRODOC SPIROMETER AND OXIMETER
LINET -2	20202612	BEDS MATTRESSES TABLES CHAIRS
MEDICAL POSITIONING	5890	ECHOTABLE AND ACCESSORIES
MINDRAY	P6001320A	QTY 4 MINDRAY ULTRASOUND SYSTEMS AND ACCESORIES
MINDRAY	P600011320	MINDRAY PATIENT MONITORING AND ANESTHESIA SYSTEM
NORIX	INV88672	BEDS MATTRESSES RESTRAINT CHAIRS LOUNGE
ORTHO CLINICAL DIAGNOSTICS	1851665718	VITRO XT 7600 INTEGRATED SYSTEM ANTIGEN TESTING
SERVICE EXPRESS	987076	EMC DELL INTEL VM WARE
STLCOM.COM 2	136089	NURSE CALL SYSTEM AND PATIENT MONITORING
STLCOM.COM 3	136055	TWO INVOICE INCLUDE SOFTWARE HARDWARE INSTALL AND TAX
STLCOM.COM 4	STL-135017	AVAYA PHONE HARDWARE AND SYS SOFTWARE
ABBOT	27314	HEMATOLOGY ANALYZER
ADVANCED STRILIZATION PRODUCTS	27474	SURGERY STERILIZER - ST100NX ALLCLEAR 1-DR DUO and install kit
ARJO	27482	PATIENT LIFT AND SAFETY
COVIDIEN (Medtronic)	27460	QTY 4 VENTILATOR
FERGUSON FACILITIES SUPPLIES	27256	QTY 2 EVS DEPARTMENTS
GE	27499	DICOM GW PRO
GE	27390	DIGITAL X RAY - Optima XR646 1D base LED (Item # S1204AH)
GE	27360	RADIOLOGY
GE	27306	CT SCAN - Revolution Evo Gen 2 ES Digital BJ
GE	27442	C-ARMS
GE	27361	NUCLEAR MEDICINE - GS INF2 .375IN ACQ SYS - GoldSeal Infinia II dual detector imaging system
GE	27365	ULTRASOUND - GoldSeal Logiq S8 R4.5 OLED (Catalog # L8029SE) and Array Probe
MCKESSON	30429	BIOMERIEUX (MICROBIOLOGY)
MCKESSON	30426	BIOMERIEUX MICROBIOLOGY)

PHILIPS	27473	QTY 4 BIPAP MACHINE
SIEMENS	27328	CO AG ANALYZER
STERIS	27424	QTY 2 SURGICAL TABLES
STERIS	27424	SURGICAL LIGHTS FOR 3 OR ROOMS
STRYKER	27310	NEPTUNE WASTE SYSTEM
STRYKER	27462	INSTRUMENTS
GE	POs 27360 & 27581	Cath lab & Hemodynamics
FISHER HEALTHCARE		Laxco Microscope System: LMC4BF w PL 10/50/100, Ergo Trinoc (Catalog # NC1881917)
FISHER HEALTHCARE		Laxco Microscope System: LMC4BF w PL 4/10/20/100, Ergo Trinoc, Upgraded Stage (Catalog # NC1881919)
FISHER HEALTHCARE	Invoice # 4804846	Ultra-Low Freezer: ULT FZ TSX40086A 115V/60HZ (Catalog # TSX40086A)
FISHER HEALTHCARE		Laxco Microscope System: LMC3 W PL 4 PH 10/40 FULL GOUT (Catalog # NC1882294)
Philips Healthcare	PO # 27984	102503 IntraSight (NNAW511 - IntraSight 7)

Exhibit A

Copy of Hospital Lease Attached.